

2 - 0108

02 - 02



AGREEMENT TO AMEND CONTRACT

BETWEEN

THE BERGEN COMMUNITY COLLEGE BOARD OF TRUSTEES

AND THE

BERGEN COMMUNITY COLLEGE FACULTY ASSOCIATION

DATED

JULY 1, 1973 thru JUNE 30, 1978

THIS DOES NOT
CIRCULATE

**CLARIFICATION OF LANGUAGE, INTENT, AND CORRECTION OF CLAUSES
IN THE CONTRACT BETWEEN THE BERGEN COMMUNITY COLLEGE BOARD
OF TRUSTEES AND THE BERGEN COMMUNITY COLLEGE FACULTY
ASSOCIATION DATED JULY 1, 1973 - JUNE 30, 1978**

A. CLARIFICATIONS

1. IX - Load - Clause 1 (P. 8)

Current Language:

The teaching load for Group "T" shall not exceed thirty (30) contact hours per academic year, nor exceed eighteen (18) contact hours per semester without compensation, at the rate set forth in Schedule B. The President may provide for extra compensation for teaching assignments beyond fifteen (15) contact hours during any one semester. Every effort will be made by the administration to give each faculty member a fifteen (15) hour contact load each semester.

Clarification: The faculty member is obligated to teach thirty (30) contact hours per academic year; however, if, under certain conditions, a faculty member's load is less than thirty (30) contact hours per year, the faculty member shall be assigned by the President or his designee to an administrative responsibility, two (2) hours of administrative work being equivalent to one contact teaching hour, to make up the required thirty (30) contact hours of teaching, or be given an extra class assignment which could exceed the thirty (30) required contact hours. In this instance, the faculty member shall be paid for the extra hours beyond the required thirty (30) in accordance with the established part-time rates. This clarification in no way modifies or supercedes Appendix E. Clause D, Termination By the College of Tenured Appointments, p. 30-31.

2. Appendix E - Minimum Requirements for Consideration for Appointment or Promotion to Academic Rank of Professor, Associate Professor or Assistant Professor (P. 36-39)

Clarification: The clause under Academic Requirements which states the credits must have been completed during the 10 years preceding effective date of initial appointment, means that the credits had to be completed during the ten years immediately preceding employment at Bergen Community College or while employed at Bergen Community College.

3. Appendix E - Minimum Requirements for Consideration for Appointment or Promotion to Another Academic Rank (P. 36-41)

Clarification: Part-time College classroom teaching shall be equated on the basis of half evaluation of full-time teaching, i.e., sixty (60) contact hours of part-time college teaching shall be equated to thirty (30) contact hours of college teaching or one year of teaching experience.

For faculty members of the Library & Learning Resources Department, Student Personnel and Admissions & Registrar, the experience is equated on the same formula. For example, a faculty member who served $17\frac{1}{2}$ hours per semester for a period of two years, shall be equated as the equivalent of half year experience.

During any one academic year, a faculty member cannot earn more than one year of experience credit.

4. Appendix D, Clause XIII - Leaves of Absence (P. 6 of Amendment to Faculty Contract)

Clarification: The payment for retirement for accumulated sick leave, as noted in this article, retirement is defined in accordance with the rules and regulations of the State of New Jersey approved pension plans.

CLARIFICATION OF LANGUAGE, INTENT, AND CORRECTION OF CLAUSES
IN THE CONTRACT BETWEEN THE BCC BOARD OF TRUSTEES AND THE
BCC FACULTY ASSOCIATION DATED JULY 1, 1973 - JUNE 30, 1978

B. INTENT

1. VII - Individual Contracts - Clause 3 (P. 5)

Current Language:

Individual contracts for Group "A" shall be from July 1 through June 30 each year. They shall have twenty-three (23) working days of vacation each year and those holidays when the College is closed.

Intent: The intent of this clause was to be the same as the intent of clause 2 which precedes it and provides for vacation during the period of July or August or other times during the academic year equivalent to one month as approved by the President or his designee.

2. VIII - Salary - Clause 6 (P. 6)

Current Language:

A reduced force sufficient to maintain and fulfill the public service responsibilities of the Library Learning Resources Department and the Registrar and Admissions Office shall be permitted during the Fall (Christmas) and Spring (Easter) recess. The numbers to be approved by the President or his designee.

Intent: The intent of this clause is to also include all members of Group "A".

3. VIII - Salary - Clause 8 (P. 7)

Current Language:

If the College President, or his designee, who shall be the Vice President or appropriate full Dean, requests a faculty member to attend a particular conference or meeting as the College representative, the faculty member requested to cover the classes by the Chairman of the Department shall receive compensation in accordance with the Part-time Salary Schedule set forth in Appendix B.

3. VIII - Salary Clause 8 (P. 7)

Intent: If an athletic coach is requested to have his or her team participate in a regional or national tournament and must accompany the students during such a tournament, the substitute engaged to cover the coach's classes shall be paid in accordance with the Part-time Salary Schedule set forth in Appendix B.

4. Appendix D, Clause V - Sabbatical Leave (P. 23)

Current Language:

To be eligible for sabbatical leave, the faculty member shall have served at least six (6) consecutive years at the College without having had other prolonged leaves of absence (one-half year or more).

Intent: The intent was to exclude from prolonged leaves of absence, except leaves which are officially granted by the Board of Trustees. Consequently, any faculty member who serves six (6) consecutive years, including any leave of absence officially approved by the Board, such leave will be included in calculating the six years.

5. Appendix E - VI - Clause D (P. 33)

Current Language:

The College-Wide Promotion Committee shall consist of

1. The Vice-President
2. The Dean of Instruction who shall serve as Chairman
3. Eight (8) tenured members of the faculty elected by the faculty at large, all of whom must be of professorial rank, and at least one (1) must be full professor, and at least two (2) associate professors.

- Intent:
1. If there is no Vice-President, then the Dean of Students shall serve on the committee.
 2. If there is no Vice-President and no Dean of Instruction, then
 - (A) The Dean of Students shall serve as Chairman of the Committee, and
 - (B) The senior Associate Dean of Instruction shall be a member of the committee.

5. Appendix E - VI - Clause D (P. 33) - (cont.)

3. If there is no Vice-President but a Dean of Instruction and Dean of Students, then the Dean of Instruction shall serve as chairman of the committee.
4. If there is a Vice-President but no Dean of Instruction, then the Vice-President shall serve as chairman of the committee and the Dean of Students shall be a member of the committee.

6. Appendix E - Definitions (P. 44)

Note: Experience during special purpose leaves or sabbatical leaves other than for restoration of health, may be credited toward the experience requirement.

Intent: The intent was for may to mean shall.

7. Appendix E - V- Clause D (P. 31)

Current Language:

Layoff shall be implemented by indentifying the discipline or department where over-staffing exists. Those serving probationary periods (non-tenured) to be laid off first. Should further reductions be necessary, tenured faculty members shall be laid off in inverse order of their seniority (last tenured faculty member first). When circumstances shall be appropriate, each tenured faculty member laid off as aforementioned shall be reinstated in inverse order of his placement on layoff. A tenured faculty member who is laid off shall retain but not accumulate seniority.

Intent: If administrative reorganization necessitates a reassignment of members from one department to another, i.e. English and/or Mathematics, to a Developmental Department, the senior member of the department shall have first option to be reassigned or to refuse such reassignment. If one or more such reassessments are necessary, the seniority principle shall be honored as noted in this intent.

**CLARIFICATION OF LANGUAGE, INTENT, AND CORRECTIONS OF CLAUSES
IN THE CONTRACT BETWEEN THE BERGEN COMMUNITY COLLEGE BOARD
OF TRUSTEES AND THE BERGEN COMMUNITY COLLEGE FACULTY
ASSOCIATION DATED JULY 1, 1973 - JUNE 30, 1978**

C. CORRECTIONS

1. Appendix E - Minimum Requirements for Consideration for Appointment or Promotion to Academic Rank of Professor (P. 36)

Current Language:

Second relevant Master's or 6th year graduate degree beyond a Master's, and 15 relevant graduate credits which have been completed no later than 10 years preceding the effective date of initial appointment.

Correction: Should read - Second relevant Master's or 6th year graduate degree beyond a Master's and 24 relevant graduate credits, 15 of which have been completed no later than 10 years preceding effective date of initial appointment.

2. Appendix E - Minimum Requirements for Consideration for Appointment or Promotion to Academic Rank of Associate Professor (P. 37)

Current Language:

Second relevant Master's or 6th year graduate degree beyond a Master's and 24 relevant graduate credits, 15 of which have been completed no later than the 10 years preceding effective date of initial appointment.

Correction: Eliminate this paragraph, printing error in original contract.

AGREEMENT TO EXTEND CONTRACT BETWEEN THE BERGEN
COMMUNITY COLLEGE BOARD OF TRUSTEES AND THE BERGEN
COMMUNITY COLLEGE FACULTY ASSOCIATION TO JUNE 30, 1980
WITH THE CLARIFICATIONS, INTENTIONS AND CORRECTIONS OF
CLAUSES NOTED THEREIN

The Agreement entered into the first day of July, 1973 by and between
the Board of Trustees of Bergen Community College and the Bergen
Community College Faculty Association and as extended to June 30,
1978, hereinafter referred to as the "Association" is extended to
June 30, 1980. All understandings in the July 1, 1973 - June 30,
1976 contract and the amendment which extended the contract to June 30,
1978, between the Association and the Board of Trustees shall remain
unchanged except for the attached clarifications, intentions and cor-
rections of clauses therein noted.

IN WITNESS WHEREOF,
the parties hereunto have
set their respective hands
and seals this 8th day of June, 1977

Ron J. Thaden By: R. D. Corder
Witness Chairman, Board of Trustees

Peter C. V. Y. J. By: R. Neil Corder
Witness President, BCCFA

